

AUCKLAND, WAIKATO, COOK, NORTHLAND, TAURANGA AND TAUMARUNUI
HOSPITAL BOARDS' LAUNDRY EMPLOYEES—INDUSTRIAL AGREEMENT

In the Court of Arbitration of New Zealand, Northern Industrial District.—
 In the matter of the Economic Stabilization Regulations 1950; and in the matter of the industrial agreement, made on the 20th day of December, 1950, between the Northern District Laundries, Dyers, and Dry-cleaners Employees' Industrial Union of Workers and the Auckland Hospital Board and others.

WHEREAS by the Economic Stabilization Regulations 1950 it is provided that no industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, shall come into force until it is filed under section 28 of the said Act: And whereas it is provided further that no such industrial agreement shall be accepted by a Clerk of Awards for filing as aforesaid unless it has been approved by the Court for the purposes of the said regulations: And whereas application has been made for approval of the industrial agreement made on the 20th day of December, 1950, between the Northern District Laundries, Dyers, and Dry-cleaners Employees' Industrial Union of Workers, of the one part, and the Auckland Hospital Board and Others, of the other part: Now, therefore, the Court, having had regard to and having taken into consideration the matters and things as required by the said regulations, doth hereby approve the said industrial agreement for the purposes of the said regulations.

Dated this 9th day of May, 1951.

[L.S.]

A. TYNDALL, Judge.

AUCKLAND, WAIKATO, COOK, NORTHLAND, TAURANGA AND TAUMARUNUI HOSPITAL
 BOARDS' LAUNDRY EMPLOYEES—INDUSTRIAL AGREEMENT

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 20th day of December, 1950, between the Northern District Laundries, Dyers and Dry-cleaners Employees' Industrial Union of Workers (hereinafter referred to as "the union") and the Auckland Hospital Board (hereinafter referred to as "the employer") and others listed, witnesseth that it is hereby mutually agreed and declared between the union and the employer as follows:—

That, as between the parties hereto, the terms, conditions, and provisions herein contained shall be binding on the said parties, and the said terms, conditions, and provisions shall be deemed to form part of this agreement; and, further, the said parties shall respectively observe every matter and thing by this agreement and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement.

1. This agreement applies to laundry workers in the employment of the Auckland Hospital Board, the Waikato Hospital Board, the Cook Hospital Board, the Northland Hospital Board, the Tauranga Hospital Board and the Taumarunui Hospital Board in respect of laundry work up to the point when the goods laundered are ready for distribution.

Hours of Work

2. (a) The ordinary hours of work for employees shall not exceed forty per week, and shall be worked on five days of the week, Mondays to Fridays, both days inclusive.

(b) Hours of work shall be between 8 a.m. and 5 p.m. Mondays to Fridays inclusive.

(c) No worker shall be employed for more than four hours and one-quarter continuously without an interval of three-quarters of an hour for a meal.

(d) An interval of ten minutes for tea shall be allowed in the employers' time each morning and afternoon.

(e) If occasion should arise when it may be required to carry out work outside the hours provided in subclause (a) this shall be arranged by mutual agreement between the employer and the union.

Shift-work

3. (a) While the working of shifts is necessary the following conditions shall apply. Two shifts shall be worked daily—one from 7 a.m. to 3 p.m., and the other from 3 p.m. to 11 p.m.

(b) When shifts are worked each worker shall receive in addition to the wages prescribed by this agreement the sum of three shillings (3s.) per shift for each shift worked.

Wages

4. (a) The following shall be the minimum weekly wage for male workers: £7 10s.

(b) The following shall be the minimum weekly wage for female workers: £4 19s.

(c) A worker employed as a hand washerwoman shall be paid a minimum of £5 4s. 3d. per week.

(d) A worker employed at hand-ironing shall be paid 5s. per week in addition to the wage to which she is entitled under subclause (b) of this clause.

(e) A worker employed as a shirt and collar machinist shall be paid 5s. per week in addition to the wage to which she is entitled under subclause (b) of this clause.

(f) A worker when employed to operate a single press shall be paid 2s. 6d. per week in addition to the wage to which she is entitled under subclause (b) of this clause. A worker when employed to operate a twin and/or two presses shall be paid 5s. per week in addition to the wage to which she is entitled under subclause (b) of this clause. (Shirt and handkerchief machines are not presses within the meaning of this clause.)

(g) Any worker (male or female) employed at sorting, marking, and/or checking shall receive 5s. per week, in addition to the wage to which he or she is entitled under subclause (a) or (b) of this clause.

(h) A general foreman or forewoman who has supervision over all operations of a laundry shall receive the following additional payment: up to ten workers 10s. per week; over ten workers 20s. per week, in excess of the rate paid to the highest paid worker excepting payments under subclause (k) of this clause. In each laundry there shall be the following departments: (a) wash-house, (b) mangleroom and presses, &c. A worker shall be in charge of each department and shall be known as a charge hand and shall be paid as follows: under four workers 5s. per week, over four workers 10s. per week, in excess of the rate paid to the highest paid worker under his or her supervision excepting payments under subclause (k) of this clause.

(i) Casual workers shall be paid one-third more than the weekly rates. A "casual" worker is one employed for less than one week.

(j) A male worker required to attend to the boiler shall be paid 10s. per week in addition to the wage to which he is entitled under subclause (a) of this clause.

(k) Workers required to handle material septic, contagious, infectious or unusually foul prior to washing shall be paid 10s. per week in addition to that which he or she is entitled under subclause (a) or (b) of this clause.

(l) A worker who is required to do work of a higher grade for four or more hours in any one week shall be paid higher-grade rates for such number of hours up to twenty hours. Should such employee work for more than twenty hours, he or she shall then be deemed to be substantially employed as a higher-grade worker and shall receive payment at the higher rate for forty hours.

(m) Any increase in the weekly rate of wages secured in Conciliation or by order of the Court of Arbitration under the Northern Industrial District Laundry-workers Dyers and Dry-cleaners award shall be additional to the rates provided for in clause 4, subclauses (a) and (b), of this agreement, and shall be deemed to be incorporated in this agreement and shall have effect according to their tenor.

(n) A female worker operating light tumbler of the Tullis or Horscroft type shall be paid 2s. 6d. in addition to the wage provided for in subclause (b) of this clause.

Sick Leave

5. Every worker after three months' continuous service shall be entitled on production after two days of medical evidence, to sick leave with pay in accordance with the by-laws of the employing Board.

This allowance shall be cumulative to meet the contingency of prolonged or serious illness.

Workers when absent through sickness shall notify the employer, either by messenger, letter or 'phone, as soon as they are aware of their inability to present themselves for duty.

Medical Treatment

6. Every worker after three months' continuous service shall be entitled to free medical or surgical treatment for a period not exceeding three months as an in-patient or an out-patient of the Board's institutions.

Payment of Wages

7. All wages, including overtime shall be paid weekly or at such time as may be agreed upon between the employer and the secretary of the union, in the employer's time, and not later than Thursday of the week in which payment is made.

Overtime

8. All time worked outside of or in excess of the hours mentioned in clauses 2 and 3 shall be paid for at the following rates: for the first four hours, time-and-a-half; thereafter, double time. All overtime work done up to half an hour shall be deemed to be half an hour for the purposes of computing overtime payable; and all work done for any period exceeding half an hour and up to one hour shall count as one hour in the computation of overtime.

Meal Money

9. If overtime is worked after 5 p.m. the employer shall provide the employees with a substantial meal or shall pay the worker 3s. meal-money.

Termination of Employment

10. One week's notice shall be given by either party of the termination of employment, but nothing in this clause shall prevent an employer from summarily dismissing any worker for misconduct.

Terms of Engagement

11. Engagement shall be deemed a weekly engagement, and no deduction shall be made therefrom except for time lost by the worker through sickness, accident, or default.

Holidays

12. (a) Subject to the provisions of the Annual Holidays Act, 1944, an annual holiday of two weeks on full pay shall be granted to each worker for each year of service.

(b) The worker shall be entitled to the following holidays: namely New Year's Day and the day following, Anniversary Day, Good Friday, Easter Monday, Anzac Day, King's Birthday, Labour Day, Boxing Day and Christmas Day. In the event of the above-mentioned holidays falling on a Saturday or Sunday, except Anzac Day, the next succeeding working days shall be observed.

(c) Work done on any of the specified holidays mentioned in subclause (b) hereof shall be paid for at double time rates in addition to the ordinary week's wages.

(d) Where a worker is required to work on Sunday he shall be paid for such time worked at double time rates in addition to an ordinary day's pay.

(e) Payment of wages for holidays set out in subclause (b) hereof shall be made to all persons who have been employed in the employers' laundries at any time during the fortnight ending on the day on which the holiday occurs.

(f) Payment for annual holidays and holidays under subclause (b) hereof shall include all payments under subclause (b) of clause 3 and clause 4 excepting subclause (k) of clause 4.

(g) Not less than twenty-eight days' notice of the date on which the annual holidays will commence shall be given to each worker.

General Conditions

13. (a) No person under the age of sixteen years of age shall be employed on any machine.

(b) Gum boots or clogs and waterproof aprons shall be provided for wash-house workers.

(c) A satisfactory dining-room shall be provided for all workers.

(d) Suitable facilities shall be provided for changing clothes for male and female workers, such facilities to include locking cupboards and hand basins with hot and cold running water and showers. The staff shall be required to use same. Soap and towels shall be provided by the employer.

(e) Suitable cloak and toilet accommodation shall be provided separate for male and female workers within the place of works.

(f) Females other than hand-washers, shall not be employed in the wash-house.

(g) Female workers shall not be employed on washing machines (other than those of the domestic type) hydros or tumblers except tumblers of the Haubach type of light tumbler but this subclause shall not apply to hand washer-women and/or starchers who hydro their own work.

(h) The wages of any worker who is in receipt of a higher rate than that provided in this agreement shall not be reduced.

(i) The provisions of the safety and health sections of the Factory Act, 1946 shall be deemed to be incorporated in this agreement.

(j) A rest room shall be provided for female workers (separate from the dining room.)

(k) Overalls and smocks shall be provided to all workers by the employer and these shall be kept in a clean state and be laundered by the employer. These to remain the property of the employer.

(l) Workers where articles are dried on lines in the open air shall be supplied with oilskins, cap and gumboots for use in bad weather.

Right of Entry upon Premises

14. Under this agreement the employer shall permit the secretary or other authorised officer of the union to enter at all reasonable times for the purpose of interviewing employees at their place of employment, on any one day in each week, at a suitable time to be arranged between the employer and the secretary of the union.

Matters Not Provided For

15. Any dispute in connection with any matter not provided for in this agreement shall be referred to a committee composed of two representatives of the employer, and two representatives of the union, with the local Conciliation Commissioner as Chairman. The decision of the majority of the Committee shall be binding on both parties.

Workers to be Members of the Union

16. (a) Subject to the provisions of section 18 (5) of the Industrial Conciliation and Arbitration Amendment Act, 1936, it shall not be lawful for the employer bound by this agreement to employ or continue to employ in any position or employment subject to this agreement any adult person who is not for the time being a member of an industrial union of workers bound by this agreement.

(b) For the purpose of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this agreement for workers of the age of twenty-one years and upwards, shall be deemed to be an adult. NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives the workers the right to join the union.

(c) Employers shall, if requested by the Secretary or authorised agent of the union supply him with a list of the names of members of the staff, such application to be made not more often than once every three months.

Under-rate Workers

17. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement may be paid such lower wage as may from time to time be fixed on the application of the worker after due notice to the union by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose: and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, or such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such periods shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in the manner prescribed by this clause: Provided that in the case

of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or the secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Increase in Rates of Remuneration

18. The rates of remuneration prescribed in this agreement shall be increased by the amount and in the manner provided in the Court's general order dated the 30th January, 1951, as if the order applied to this agreement.

Application of Agreement

19. This agreement shall apply only to the parties named herein.

Term of Agreement

20. This agreement shall come into force on the 1st day of December, 1950, and shall continue in force until the 30th day of November, 1951.

Signed on behalf of—

The Northern District Laundries', Dyers', and Dry-cleaners'
Employees' Industrial Union of Workers—

[L.S.]

THOS. F. MCCALL, President.
H. F. CALLAGHER, Secretary.

Waikato Hospital Board—

[L.S.]

HAROLD D. CARO, Member.
GEO. SMITH, Member.
A. C. BURGESS, Secretary.

Cook Hospital Board—

[L.S.]

J. B. WILLIAMS, Chairman.
P. A. N. CORSON, Member.
W. CARNIE, Managing Secretary.

Northland Hospital Board—

[L.S.]

P. MELVIN WILLIAMS, Chairman.
C. F. JONES, Member.
A. G. WILSON, Secretary.

Tauranga Hospital Board—

[L.S.]

HECTOR J. CLARKE, Chairman.
L. R. WILKINSON, Member.
G. D. STUART, Managing Secretary.

Taumarunui Hospital Board—

[L.S.]

H. DIGBY SMITH, Chairman.
R. F. BEAUTRAIS, Member.
S. A. PHILIP, Secretary.

Auckland Hospital Board—

[L.S.]

JNO. GRIERSON, Chairman.
H. W. SHOUE, Member.
R. F. GALBRAITH, Secretary.